

IN SENATE OF THE UNITED STATES.

JANUARY 21, 1846.

Submitted, and ordered to be printed.

Mr. DAYTON made the following

REPORT :

[To accompany joint resolution S. 7.]

The Committee on the Post Office and Post Roads, to whom was referred the petition of Saltmarsh & Fuller, report :

The facts verified by the papers, to the satisfaction of the committee, are in brief as follows :

The mail routes from Milledgeville to Athens, and from Warrenton to Decatur, in the State of Georgia, (numbered 2,366 and 2,380,) were granted to Reeside & Avery, who entered into contracts in the usual forms—the service to commence on the first day of January, 1835, and end on the last day of December, 1837. Prior to January 1st, 1835, Reeside had transferred his interest in these contracts to Avery, and Avery had subsequently transferred them to Saltmarsh & Fuller, the claimants. These transfers, though of doubtful propriety, as it seems to your committee, were common. Previous, however, to the last transfer, the assent thereto of Col. Gardner, Assistant Postmaster General, was obtained, and his promise given that the regular transfer should be made at his earliest leisure. With this assurance, the claimants took charge of the two routes, and performed the regular service thereon for two years and eleven months or thereabouts.

In the meantime, Mr. Reeside became involved in a controversy with the Post Office Department, and Mr. Kendall, then at its head, finding no transfer of record of the interest of Reeside in these contracts, ordered that no payments be made to the claimants, but that one-half of the amount due for services on these routes be carried to the credit of Reeside, (who he alleged was indebted to the department,) and that the other half be paid to Avery, the partner of Reeside, and one of the original contractors. Both Avery and Reeside swear that the money was not due to them or either of them, but to the claimants, and the money, with the exception of \$908 15, has never been paid. Avery refused to receive the one-half tendered him, and the other half, which was retained by reason of the indebtedness (as alleged) of Reeside to the department, was, even in that aspect of the question, wrongfully retained, because, by a legal investigation, it has since been ascertained that nothing was due from him.

But aside from this, and aside from the question whether the department was bound to recognise the transfer to Saltmarsh & Fuller, it seems Ritchie & Heiss, printers.

to your committee that they have an equitable claim to compensation, which Congress cannot overlook.

The claimants performed the service with the knowledge and assent of the department, and the department has never paid them, or any body else. The original contractors make no claim, but testify that the money is due, not to them, but to Saltmarsh & Fuller.

The committee therefore report the accompanying joint resolution.